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BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPLAINT OF HAPPY TRAILS COMMUNITY ASSOCIATION, INC.	Docket No. C2021-1

UNITED STATES POSTAL SERVICE'S MOTION TO DISMISS
(May 12, 2021)

The United States Postal Service ("Postal Service") respectfully moves to dismiss the Complaint for failure to comply with Rules 3022.10(a)(9) and 3022.11 of the Postal Regulatory Commission's ("Commission") Rules of Practice (39 C.F.R. §§ 3022.10(a)(9), 3022.11) and failure to state a claim for relief within the scope of the Commission's jurisdiction under 39 U.S.C. § 3662(a). Alternatively, the Postal Service requests that the Complaint be referred to the rate and service inquiry process in accordance with Rule 3022.13(b). In support of this motion, the Postal Service relies on the arguments and authorities below.

INTRODUCTION AND BACKGROUND

On April 22, 2021, Happy Trails Community Association, Inc. ("Association"), filed its Complaint against the Postal Service pursuant to 39 U.S.C. § 3662(a). According to the Complaint, the Association is an Arizona nonprofit corporation whose members are owners of lots within the Happy Trails Resort ("Resort") located in Surprise, Arizona. (Complaint, ¶ 1.)

The Complaint asserts a single claim of undue or unreasonable discrimination in violation of 39 U.S.C. § 403(c) challenging the Postal Service's classification of the Resort

as a Transient Development in accordance with section 631.553 of the Postal Operations Manual ("POM"), which provides that "[t]ransient developments are mobile home, trailer and recreational vehicle parks where the lots are temporarily occupied or rented and considered transient, short-term, or seasonal, even though some families may live in them for extended periods." POM § 631.553.

The Complaint alleges that approximately 21 percent of the lots in the Resort are designated for mobile homes and the remaining 79 percent are designated for recreational vehicles and motor coaches. (*See id.*, ¶ 30 and Exh. D at 4-6.)

In or about 2019, the Association contacted the Sun City Post Office[1] to ask why the Resort could not have individual mail delivery and forwarding service. (Complaint, ¶ 6.) On February 13, 2020, the Sun City Postmaster responded that the Resort was classified as a Transient Development for which only single-point delivery and no forwarding service was available. (*Id.*, ¶¶ 7-10 and Exh. A.)

On March 24, 2020, the Association, through counsel, objected to classifying the Resort as a Transient Development, and argued that the Resort should instead be classified as a Permanent Development entitled to centralized, curbside, or sidewalk delivery and mail forwarding in accordance with POM section 631.462 [sic].[2] (*Id.*, ¶¶ 12-15 and Exh. B). The Association made no suggestion of an intent to file a Complaint with the Commission, but rather expressed the continuing desire to reach an amicable resolution to the delivery classification question. (*See* Complaint, Exh. B at 3.)

[1] The Resort is serviced by the Sun City Post Office located at 9802 W. Bell Road, Sun City, Arizona 85351-9998. (Compliant, ¶ 5.)

[2] The Permanent Development provision of the POM is found at section 631.552.

By letter dated May 4, 2020, Postal Service Western Area Attorney David Larson in Sandy, Utah, responded to the Association and confirmed the Resort's classification as a Transient Development. (Compliant, ¶¶ 16-18 and Exh. C.) The Association alleges a subsequent phone conversation with attorney Larson but does not allege the date nor the substance of that call beyond referring to the content of attorney Larson's May 4, 2020 letter. (Compliant, ¶¶ 5, 16-18.)

The Complaint claims that, by classifying the Resort as a Transient Development, the Postal Service unduly and unreasonably discriminated against the Resort in violation of 39 U.S.C. § 403(c). (Complaint, ¶¶ 20-41.) The Association demands that the Commission declare that: (1) the Postal Service's refusal to classify the Resort as a Permanent Development violated 39 U.S.C. § 403(c); and (2) the Resort is a Permanent Development for purposes of mail delivery.

ARGUMENT

As demonstrated below, the Complaint should be dismissed because the Association did not attempt to meet or confer with the Postal Service's general counsel to resolve or settle the Complaint prior to involving the Commission as required by Rule 3022.10(a)(9) and did not properly serve the Complaint as required by Rule 3022.11, and because the Complaint fails to state a cognizable claim of undue or unreasonable discrimination in violation of 39 U.S.C. § 403(c). Alternatively, the Complaint should be referred to the rate and service inquiry process in accordance with Rule 3022.13(b).

A. The Association Has Not Satisfied Procedural Prerequisites

1. The Association did not Attempt to Meet or Confer with the Postal Service's General Counsel Prior to Filing its Complaint

Rule 3022.10(a)(9) requires that a Complaint "include a certification that prior to filing, the complainant attempted to meet or confer with the Postal Service's general counsel to resolve or settle the complaint, why the complainant believes such additional steps would be inadequate, and the reasons for that belief." Rule 3022.10(a)(9); *see also* Docket No C2015-2, Order No. 2585, Order Granting Motion to Dismiss, July 15, 2015, at 15 ("A complaint is required to include a certification that Complainant has attempted to meet or confer with the Postal Service's general counsel."). This requirement serves two purposes: it enables the parties to explore the possibility of alternative dispute resolution procedures to resolve the issues raised by the complaint, and it compels a good faith attempt to resolve the complaint before involving the Commission. *See* Docket No. RM2008-3, Order No. 195, Order Establishing Rules for Complaints and Rate or Service Inquires, Mar. 24, 2009, at 38.

To achieve these purposes the Complainant must involve "the appropriate individuals at the Postal Service—those with authority to resolve the issues raised by the complainant." *Id.* at 16. As specified in the Rule and endorsed by the Commission, the appropriate person for the Postal Service is its General Counsel:

> In an effort to identify a designated appropriate individual within the Postal Service who has the authority to settle issues raised by a complaint, commenters suggest, and the Postal Service agrees, that the Postal Service's General Counsel be designated as the appropriate official to whom complainants should direct their meet or confer communications. The Commission finds this reasonable and therefore changes its final rule from the proposed rule in order to state that the complainant's meet or confer attempts be directed to the Postal Service's General Counsel.

Id. at 16; *see also* Rule 3022.10(a)(9).

Although the Association is represented by counsel and seemingly aware of this pleading requirement, the Complaint does not contain the required certification that, prior to filing the Complaint, the Association attempted to meet or confer with the Postal Services general counsel to resolve or settle the complaint. Instead the Association tries to sidestep the requirement by certifying that it attempted to meet or confer with Postal Service Western Area Attorney David Larson. (Complaint, ¶ 4.) But attorney Larson is not the Postal Service's General Counsel and is not the appropriate official to whom Commission complainants should direct their meet or confer communications. Attorney Larson neither practices before the Commission nor was apprised of the Association's intention to file a complaint with the Commission. Ergo, the Association's certification that it met and conferred with attorney Larson does not satisfy the Association's Rule 3022.10(a)(9) meet or confer obligation.

Nor does the Association contend that attempting to meet or confer with the Postal Service's General Counsel would have been inadequate. *See* Rule 3022.10(a)(9) ("A complaint must . . . [certify] why the complainant believes additional steps [to meet or confer with the Postal Service's General Counsel] would be inadequate, and the reasons for that belief.").

In any case, as appears from the Complaint, the Association's communications with attorney Larson failed to give any indication that the Association contemplated elevating its disagreement with the Transient Development classification to a section 3662 Complaint to be filed with the Commission. Indeed, the Association's communication conveyed the contrary message—that it intended to continue working with local management to resolve the matter:

> Again, the Association would like to work with USPS to change the Community's classification and will take the steps necessary to do so. To that end, if there is additional information the Association can provide you with, please to do not hesitate to contact me. The Association understands that changing the Community's classification may take some time but please know that the Association and its Board of Directors are ready, willing, and able to begin taking the requisite steps. I would be happy to speak on the phone about this matter if that is most convenient and can be reached directly at (480) 427-2857. Thank you for your anticipated cooperation.

(Complaint, Exh. B at 3.)

The meet or confer requirement ensures that those Postal Service attorneys most knowledgeable about Commission practice and best positioned to promote an amicable resolution are engaged before involving the Commission. Allowing the Association to proceed with its Complaint without first attempting to meet or confer with the appropriate Postal Service attorneys would reward the Association with pursuit of its litigation at the expense of other objectives reflected in the Commission's complaint rules, including economy of Postal Service and Commission resources.

Because the Association made no attempt to meet or confer with the Postal Service's General Counsel prior to filing its Complaint, nor explain the reasons why such an attempt would have been inadequate, the Complaint fails to comply with the Commission's mandatory content requirement and should, therefore, be dismissed. *See* Rule 3022.10(a)(9); Order No. 2585 at 15-16 (dismissing complaint for failing to satisfy the meet or confer prerequisite).

2. The Association did not Properly Serve the Complaint

The Commission's Rules require that "[a]ny person filing a complaint must simultaneously serve a copy of the complaint at this address: *PRCCOMPLAINTS@usps.gov*." Rule 3022.11. Emails to that address automatically

forward to responsible attorneys engaged in Commission practice in the Postal Service Law Department at Headquarters who can promptly act to assure the Postal Service can meet the 20-day deadline to respond to the Complaint. *See* Rule 3022.12(a).

A review of the Postal Service's email account affiliated with the *PRCCOMPLAINTS*@usps.gov address revealed no communications at all from the Association or its attorneys. Indeed, it appears that the Association, notwithstanding its representation by counsel, made no effort at all to address the Complaint to the Postal Service's attention. Having failed to comply with Rule 3022.11's service requirement, the Complaint should be dismissed.

B. The Association Fails to State a Cognizable Claim of Undue or Unreasonable Discrimination

The crux of the Complaint is the Association's disagreement with classifying the Resort, in accordance with the POM, as a Transitory Development rather than as a Permanent Development. That disagreement, however, is not within the Commission's jurisdiction, which is limited to alleged violations of the statutes enumerated in 39 U.S.C. § 3662(a). The Association attempts to avoid that limitation by couching its disagreement in terms of undue or unreasonable discrimination in violation of 39 U.S.C. § 403(c):

> Complainant believes that the United States Postal Service ("USPS") is not operating in conformance with the requirements of 39 U.S.C § 403(c), because it wrongfully determined that the Association is a "Transient Development" under the USPS Postal Operations Manual and refuses to re-classify the 6 Association as a "Permanent Development". The Association is actually a Permanent Development. The wrongful determination has unduly and unreasonably deprived the 2,100 families that live in the planned community of individual mail delivery and the ability to forward mail.

(Complaint, Introduction at 2; *see also id.*, ¶¶ 20-21, 41.) As demonstrated below, however, the Association's classification disagreement does not meet the requirements for pleading undue or unreasonable discrimination and is, therefore, properly dismissed.

To survive a motion to dismiss, a complaint under 39 U.S.C. § 403(c) must establish that the complainant is similarly situated to others receiving more favorable terms and conditions and that there is no rational or legitimate basis to deny complainant those more favorable terms and conditions. *See* Docket No. C2019-1, Order No. 4924, Order Granting Motion to Dismiss, Dec. 12, 2018, at 6-7, *rev. denied, Ehrlich v. P.R.C.*, 788 F. App'x 14 (D.C. Cir. 2019) (per curium); Order 2585 at 12-13; Docket No. 2011-2, Order No. 1327, Order Dismissing Complaint, May 1, 2012, at 13. Because the Resort is properly classified as a Transient Development and is not similarly situated to a Permanent Development, and because the different mail delivery service between those classifications is reasonable, the 39 U.S.C. § 403(c) claim is properly dismissed.

1. The Resort is not Similarly Situated to Those Receiving a More Favorable Delivery Mode

While acknowledging that the Resort is a mobile home park, trailer, and recreational vehicle park (*see* Complaint, ¶¶ 23, 30-31, Exh. B at 2, Exh. D at 4-6, 10), the Association fails to identify any specific "similarly situated" mobile home, trailer, or recreational vehicle park that is receiving more favorable treatment. Rather the Complaint argues that the Resort should be classified in accordance with the POM, not as a Transient Development, but as a Permanent Development. To that end, however, the Association ignores the descriptive elements of a Transient Development and misinterprets and conflates the criteria of a Permanent Development.

a. The Resort is a Transient Development

The POM describes Transient Developments as:

> mobile home, trailer, and recreational vehicle parks where the lots are temporarily occupied or rented and considered transient, short-term, or seasonal, even though some families may live in them for extended periods. For these developments, the only option is delivery to a single point or receptacle designated by park management and approved by local Postal Service managers for the receipt of all mail and subsequent distribution or mail forwarding by employees of the park.

POM § 631.553.

According to the Complaint, the Resort is comprised entirely of lots for mobile homes, recreational vehicles, and motor coaches. (Complaint, ¶¶ 30-31, Exh. D at 4-6.) It alleges that 21 percent of the lots are designated for mobile homes, which the lot owners may rent or lease on a seasonal or short-term basis. (*Id.*, ¶ 31, Exh. B at 2.) The Complaint alleges that all the remaining lots are designated for use only by temporary occupancy vehicles and portable trailers. (*Id.*, ¶ 30, Exh. B at 2, Exh. D at 4-6 (identifying the types of vehicles allowed), 10 (variously defining the types of permissible recreational vehicles as "portable" and "designed to provide temporary living quarters for recreation, camping or travel use.")

Thus, the Complaint and the Association's own documents attached as exhibits thereto, demonstrate that the Resort squarely falls within the POM's description of "mobile home, trailer, and recreational vehicle parks where the lots are temporarily occupied or rented and considered transient, short-term, or seasonal"—in other words, the Resort is a Transient Development for purposes of mail delivery.

Because the determination that the Resort is a Transient Development in accordance with the POM is not plainly erroneous or inconsistent with the regulation, it is

controlling. *See Egger v. USPS*, 436 F. Supp. 138, 142 (W.D. Va. 1977) (citing *Bowles v. Seminole Rock & Sand Co.*, 325 U.S. 410 (1945)).

b. The Resort is not a Permanent Development

The POM describes Permanent Developments as:

> managed mobile home parks or residential mobile home subdivisions where the lots are permanently assigned, the streets are maintained for public use, and the conditions resemble those of a residential subdivision. For permanent developments, the delivery options are either central, curbside, or sidewalk delivery, as directed by the Postal Service, see [POM section] 631.

POM § 631.552.

The Association asserts that the Resort should be classified as a Permanent Development because it is managed, has lots that are owned and streets that are maintained, and is a residential subdivision. (*See* Complaint, ¶¶ 23-27.) Each of the Association's identified elements, however, is either inaccurate or immaterial to the question of mail delivery classification.

Management is not determinative of mobile home park mail delivery classification. Indeed, both Transient and Permanent Developments are expected to be managed; thus, the POM's description of Transient Developments notes that "[f]or these developments, the only option is delivery to a single point or receptacle designated ***by park management*** and approved by local Postal Service managers for the receipt of all mail and subsequent distribution or mail forwarding ***by employees of the park***. POM § 631.553 (emphasis added).

The Association's ownership argument is likewise flawed; the Association asserts that all the Resort's "2,001 Lots are permanently assigned to an owner . . . which has fee title and all possessory rights to the property." (Compliant, ¶ 25; *see also id.*, ¶ 29.) But,

while lot ownership may be significant in connection with property taxes, title, and possession, it has no bearing whatsoever on mail delivery classification. Mail delivery is not classified according to who owns the property but rather is based on the nature of the property and how it is occupied. Thus, for purposes of the Permanent Development classification, the issue is not whether the lots are owned, but whether they are "permanently assigned"—that is to say permanent rather than transient residence. *See* POM § 631.552. In that regard, the Complaint is notably silent about how many of the 2,001 lots are permanently assigned.

The Association's contention that it is a residential subdivision likewise depends on the immaterial assertion of lot ownership. Thus, the Association relies on the Planned Area Development ("PAD") exhibit as evidence that the Resort is a residential subdivision because the PAD shows an intent to develop "a resort with ownership lots." (See Complaint, ¶¶ 27-29). But the appropriate question is not whether the lots are owned, but whether the Resort resembles a residential subdivision and, to that end, the Complaint offers no facts at all to support a conclusion that a mobile home park consisting of nearly 80 percent temporary trailer and recreational vehicle lots resembles anything like a residential subdivision.

Finally, the assertion that the Resort's streets are maintained for public use is both improperly conclusory and in conflict with the Association's own facts. It is well settled that a complaint does not "suffice if it tenders 'naked assertion[s]' devoid of 'further factual enhancement.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 557 (2007)). "Threadbare recitals of a cause of action, supported by mere conclusory statements, do not suffice." *Id.* (further stating that, on a motion to

dismiss, a reviewing court "need not accept as true unwarranted inferences, unreasonable conclusions, or arguments"). In any case, the facts belie the Association's conclusion that the streets are maintained for public use. Thus, the Association itself states that it maintains the streets in the Resort, not for the benefit of the public, but "for the benefit of the residents therein." (Complaint, Exh. B at 2; *see also id.*, ¶ 24). Indeed, the Resort has only one entrance, which is gated and guarded to restrict public access. (*See* Exhibit 1 hereto, which is a map of the Resort downloaded from www.happytrailsresort.info/wp-content/uploads/ResortColoredMap.pdf (a virtually identical map is attached as Exh. D, at 8, to the Complaint), the Guardhouse is found in the upper-left corner of the map.)

The Complaint fails not only to identify any specific similarly situated mobile home, trailer, or recreational vehicle park as receiving more favorable treatment, but also fails to establish that the Resort is a Permanent Development rather than a Transient Development in accordance with the POM. Because it fails to establish that it is similarly situated to those receiving more favorable mail delivery service, the Complaint is properly dismissed.

2. Differentiating Between Permanent and Transient Developments with Respect to Mail Delivery Services is not Unreasonable

Section § 403(c) provides that "the Postal Service shall not . . . make any undue or unreasonable discrimination among users of the mails . . .." 39 U.S.C. § 403(c) (emphasis added). In that regard, the proper inquiry is whether it is undue or unreasonable for the Postal Service to discriminate between different classes of mail users, not whether the classification of a particular mail user was undue or unreasonable. *See San Francisco v. USPS*, 2011 Westlaw 5079582, *12 (N.D. Cal. 2011), *aff'd*, 546 F. App'x 697 (9th Cir.

2013) ("the law requires a rational basis for the classification itself, not just for the government action. . .. The USPS must advance a legitimate purpose for the different classifications accorded to SRO [single-room occupancy] residents and apartment residents.") The Association, however, does not contend that the Postal Service unduly or unreasonably discriminates between Transient Developments and Permanent Developments; rather the Association asserts only that the determination that the Resort is a Transient Development was undue or unreasonable. *See* Complaint, ¶ 20 ("In establishing the Association's classification as a Transient Development and refusing to re-classify the Association as a Permanent Development, the USPS is making an undue and unreasonable discrimination against the Association and its members."). For that failure to plead an essential element of a section 403(c) claim, the Complaint is properly dismissed.

Yet, even had the Complaint addressed the proper reasonableness inquiry, it would still fail because the Postal Service's distinction between Transient Developments and Permanent Developments *is* reasonable. It is well-settled that the Postal Service's mandate to provide efficient and economical delivery services allows it to "provide different levels of delivery service to different groups of mail users so long as the distinctions are reasonable." *Egger*, 436 F. Supp. at 142; *see also* Order No. 4924 at 10; Order No. 2585 at 12; Order No. 1327 at 14.

In this case, Permanent Developments may receive either central, curbside, or sidewalk delivery (*i.e.*, individual delivery), whereas only single-point delivery (*i.e.*, bulk delivery) is available for Transient Developments. *Compare* POM § 631.552 *with* POM § 631.553. Making this service distinction between Permanent and Transient

Developments furthers the Postal Service's legitimate goal and duty to provide efficient and economical mail delivery service. *See Egger*, 436 F. Supp. at 142; 39 U.S.C. § 403(a) ("The Postal Service shall plan, develop, promote, and provide adequate and efficient postal services at fair and reasonable rates and fees.") Thus, because transient residents change addresses more frequently and require that the Postal Service process more address changes and forwarding instructions, extending individual delivery service to mobile home and recreational vehicle parks that are predominantly occupied by temporary, short-term, or seasonal residents is significantly more expensive and inefficient for the Postal Service than extending that service to permanent residents. Accordingly, distinguishing between Permanent and Transient Developments is reasonable.

Indeed, the conclusion that the Postal Service reasonably differentiates mail delivery service based on transience has been upheld in closely analogous cases. Thus, in *Egger*, the court held that it was reasonable for the Postal Service to differentiate delivery service methods between unmarried students and married students living in physically similar buildings:

> Frequent changes of address obviously have a significant effect on mail delivery and associated processing costs. Each time a student or for that matter any postal patron moves a change of address form must be processed. Indeed, one of the major advantages of bulk delivery to the landlord from the Postal Service's viewpoint is that such delivery places the responsibility for maintaining change of address forms and making address corrections for forwarding on the landlord instead of postal employees thereby affecting a cost saving and more efficient mail delivery. . . . The court concludes that the difference in delivery methods to school-owned apartment complexes occupied entirely by unmarried students and those occupied entirely by married students accompanied by their families is rationally related to the achievement of the Postal Service's statutory goal of providing economical and efficient mail delivery.

Egger, 436 F. Supp. at 143.

Similarly, in *San Francisco v. USPS*, 546 F. App'x 697, 698 (9th Cir. 2013) (addressing Constitutional equal protection claim), the court upheld as reasonable the Postal Service's differentiation between single-room occupancy ("SRO") hotels that received single-point mail delivery and apartment houses that received centralized delivery:

> We agree with the district court that on this record it was rational for the USPS to draw a distinction between SRO hotels and apartment houses based on the very design of the former as entities which, like regular hotels, allow for much more transience. The USPS could rationally predict that if SROs were treated like apartment houses, the effect would be detrimental to the efficiency and economics of postal operations. The economic character of the effect does not doom it as irrational. Rather, USPS's use of single-point delivery service is a rational response to the inefficiencies and increased costs that would result from use of centralized delivery service for SRO hotels.

Id. (internal quotation marks and citations omitted).

The Commission reached the same conclusion on the City and County of San Francisco's related 39 U.S.C. § 403(c) claim:

> The Commission concludes that the Postal Service's actions do not constitute undue discrimination against SRO residents in violation of 39 U.S.C. § 403(c). The differences in mode of delivery to SROs and apartment houses are rationally related to the Postal Service's statutory mandate to provide adequate and efficient postal services, including an efficient system of delivery of mail nationwide.

Order No. 1327 at 16.

Because differentiating mail delivery methods between Permanent and Transient Developments is rationally related to the Postal Service's legitimate goal and duty to provide efficient and economical mail delivery service, the difference is reasonable. The Association's claim for unreasonable discrimination, therefore, fails and should properly be dismissed.

C. Alternatively, the Complaint Could be Resolved Through the Rate or Service Inquiry Process

If the Commission finds there is a reasonable likelihood that the Complaint might be resolved through the rate or service inquiry procedures, it may, in its discretion, invoke those procedures. *See* Rule 3022.13(b); *see also* Order No. 4924 at 111-12; Order No. 2585 at 16-17. As provided in Rule 3022.13(a), the rate or service procedures apply "to complaints that concern rate or service matters that are isolated incidents affecting few mail users," provided that the complaint does not:

(1) Raise unfair competition issues;

(2) Raise issues affecting a significant number of mail users;

(3) Represent a pattern, practice, or systemic issue that affects a significant number of mail users (or is reasonably likely to be evidence that such a pattern has begun); or

(4) Impact a substantial region of the nation.

Rule 3022.13(a).

Here, the Complaint concerns a disagreement about mail delivery service at a single location. It presents no claims of unfair competition and does not affect a significant number of mail users, a substantial region of the nation, nor suggest a pattern, practice or systemic issue that may impact a significant number of mailers. Accordingly, should the Complaint survive dismissal—which the Postal Service respectfully argues it should not—the Commission may properly apply the rate and service procedures to attempt its resolution.

CONCLUSION

As demonstrated above, the Complaint should be dismissed because the Association did not attempt to meet or confer with the Postal Service's general counsel to resolve or settle the Complaint prior to involving the Commission as required by Rule 3022.10(a)(9) and did not properly serve the Complaint as required by Rule 3022.11, and because the Complaint fails to state a cognizable claim of undue or unreasonable discrimination in violation of 39 U.S.C. § 403(c). Alternatively, the Complaint should be referred to the rate and service inquiry process.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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EMERGENCIES: *Dial 911 immediately and then HTCA Patrol at 623-584-0068 for all medical, fire and police emergencies.*